

CHUBB®

ACE COMPANIES
ACE USA PROPERTY & CASUALTY
CENTRALIZED OPERATIONS
1 BEAVER VALLEY ROAD
WILMINGTON, DE 19803

EXXON MOBIL CORPORATION
BECHTEL OIL, GAS & CHEMICALS, INC.
3000 POST OAK BLVD.
HOUSTON TX 77056

DWP

OFFICE 61760 244260 DWP 20170112 SO.TYP C48927385



WCINSSEP
CK-1X35

BEGINNING OF POLICY

OFFICE 61760 244260 DWP 20170112 SO.TYP C48927385

BE-1123

CHUBB®

INDEMNITY INS. CO. OF NORTH AMERICA
 436 Walnut Street
 P.O. Box 1000
 Philadelphia, PA 19106 - 3703

BECHTEL OIL, GAS & CHEMICALS, INC.
 3000 POST OAK BLVD.
 HOUSTON TX 77056

STANDARD
 WORKERS COMPENSATION AND
 EMPLOYERS LIABILITY POLICY

(A stock insurance company)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
 QUICK REFERENCE**

	BEGINNING ON
	<u>Page</u>
Information Page	i
General Section	1
A. The Policy	1
B. Who is Insured	1
C. Workers Compensation Law	1
D. State	1
E. Locations	1
 PART ONE – WORKERS COMPENSATION INSURANCE	 1
A. How This Insurance Applies	1
B. We Will Pay	1
C. We Will Defend	1
D. We Will Also Pay	1
E. Other Insurance	2
F. Payments You Must Make	2
G. Recovery From Others	2
H. Statutory Provisions	2
 PART TWO – EMPLOYERS LIABILITY INSURANCE	 2
A. How This Insurance Applies	2
B. We Will Pay	3
C. Exclusions	3
D. We Will Defend	3
E. We Will Also	4
F. Other Insurance	4
G. Limits of Liability	4
H. Recovery From Others	4
I. Actions Against Us	4

QUICK REFERENCE CONTINUED

	BEGINNING ON
	<u>Page</u>
PART THREE – OTHER STATES INSURANCE	4
A. How This Insurance Applies	4
B. Notice	4
 PART FOUR – YOUR DUTIES IF INJURY OCCURS	 5
 PART FIVE – PREMIUM	 5
A. Our Manuals	5
B. Classifications	5
C. Remuneration	5
D. Premium Payments	5
E. Final Premium	5
F. Records	5
G. Audit	6
 PART SIX – CONDITIONS	 6
A. Inspection	6
B. Long Term Policy	6
C. Transfer of Your Rights and Duties	6
D. Cancellation	6
E. Sole Representative	6

IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

LHUBB

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
NCCI CARRIER CODE
25437

Workers' Compensation and Employers Liability Insurance Policy Information Page

POLICY NUMBER Symbol: WLR Number: C4 89 27 38 5
PREVIOUS POLICY NO. Symbol: WLR Number: C48464257

☐ New ☒ Renewal ☐ Rewrite
☐ Individual ☐ Partnership ☐ Association
☒ Corporation ☐ Joint Venture ☐ Other Legal Entity

Item 1. Named Insured
BECHTEL OIL, GAS & CHEMICALS, INC.
3000 POST OAK BLVD.
HOUSTON TX 77056

Inter/Intrastate ID No.: 910584022

Federal Employer ID No.: 205784069

Mailing
Address

Employer's ID No.:

PIIC CODE: 15429

For other named insured see Extension of Information Page – Schedule of Named Insured, WC 99 99 99 A
For other workplaces see Extension of Information Page – Schedule of Other Workplaces, WC 99 99 99 B

Item 2. Policy period: From 01-01-2017 To 01-01-2018 12:01 A.M., standard time at the named insured's mailing address.

Item 3A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
TX

Item 3B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee

Item 3C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT
ND, OH, WA, WY,
AND STATES DESIGNATED IN ITEM 3.A

Item 3D. This Policy includes these endorsements and schedules:

See schedule of Forms and Endorsements WC999999D

Item 4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE – CLASSIFICATIONS

If indicated here, interim adjustments of premium will be made:

☐ Semi-Annually ☐ Quarterly ☐ Monthly

Minimum Premium collected in TX	\$ 250.
Total Estimated Premium	\$ 644.
Deposit Premium	\$

PRODUCER NAME AND MAILING ADDRESS

WILLIS OF TEXAS INC
15305 NORTH DALLAS PARKWAY
SUITE 1100
ADDISON TX 75001

PRODUCER CODE: 244260 74-1819337 DWU

MARKETING OFFICE: DALLAS CON. WRAP-UP
ISSUE DATE: 01/12/2017



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

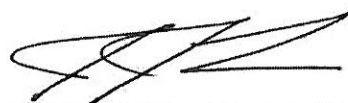
Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.
 This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
TEXAS	1.580

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

IF ANY

2. Transportation, Wages, Maintenance, and Cure Premium \$ INCLUDED

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident \$ 1,000,000 each accident

Bodily Injury by Disease \$ 1,000,000 aggregate



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**1. Alternate Employer**

IF ANY

AddressDOES NOT APPLY TO ALASKA OR TO ANY
EMPLOYEE LEASE CONTRACT/ARRANGEMENT**2. State of Special or Temporary Employment**

AL, CA, IL, LA, MT

3. Contract or Project

This endorsement is not applicable in the states of AK, HI, MI, OK and TX.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from:

ANY LOCATION EXCEPT:

BMSF - BEAUMONT SCANFINER PROJECT INCLUDED - BEAUMONT REFINERY - 1795
BURT STREET, BEAUMONT, TX 77701

NAGB - BAYTOWN OLEFINS PLANT NORTH AMERICAN GROWTH PROJECT - 3525 DECKER
DRIVE, BAYTOWN, TX 77520

NAGM - MONT BELVIEU PLASTICS PLANT NORTH AMERICAN GROWTH PROJECT - 13330
HATCHERVILLE ROAD, MONT BELVIEU, MONT BELVIEU, TX 77580

NAGR - NORTH AMERICAN GROWTH OLEFINS RECOVERY PROJECT - 3525 DECKER
DRIVE, 2800 DECKER DRIVE, 5000 BAYWAY DRIVE, BAYTOWN, TX 77520

NAGR BAYTOWN OLEFINS PLANT PARKING LOT - 3601 DECKER DRIVE, BAYTOWN, TX
77520

NAGR BAYTOWN OLEFINS PARKING LOT ADDITIONAL PARKING - 2800 DECKER DRIVE
BAYTOWN, TX 77520
SPRN SPRING PROJECT

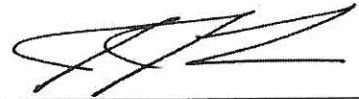
NAGR - PARKING LOTS: (3) ADDITIONAL PARKING LOT 2673 PARK STREET,
BAYTOWN, TX 77520 - AREA 34 NEAR THE INTERSECTION OF PARK AND DECKER

THE POLICY DOES NOT COVER WORK CONDUCTED AWAY FROM THE ABOVE LISTED
LOCATIONS IF SUCH WORK IS NOT DIRECTLY RELATED TO, INCIDENTAL TO, OR
NECESSARY TO THE PERFORMANCE OF WORK AT THE ABOVE LISTED LOCATIONS; AND
DOES NOT INCLUDE ANY TRAVEL BETWEEN AN EMPLOYEE'S HOME, WHETHER
PERMANENT OR TEMPORARY, AND ANY SUCH LOCATION.

NECESSARY TO THE PERFORMANCE OF WORK AT THE ABOVE LISTED LOCATIONS; AND
DOES NOT INCLUDE ANY TRAVEL BETWEEN AN EMPLOYEE'S HOME, WHETHER
PERMANENT OR TEMPORARY, AND ANY SUCH LOCATION.

THE POLICY DOES NOT COVER WORK CONDUCTED AT THE INSURED'S REGULARLY
ESTABLISHED MAIN OR BRANCH OFFICES, FACTORY, SHOP, WAREHOUSE, OR SIMILAR
FACILITY, WHETHER OR NOT SUCH WORK IS RELATED TO, INCIDENTAL TO, OR

This endorsement is not applicable in the states of CA, ND, OH, PA, WA and WY.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions or Canada and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Schedule

Employee

EMPLOYEES OF A CONTRACTOR WITH WHOM THE NAMED INSURED HAS EXECUTED A WRITTEN CONTRACT TO PROVIDE WORKERS COMPENSATION INSURANCE IN CONNECTION WITH THE DESIGNATED PREMISES.

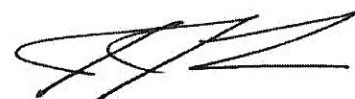
State of Employment

ALABAMA, ILLINOIS, LOUISIANA, MONTANA, AND TEXAS, BUT ONLY AT THE SITE INDICATED IN THE DESIGNATED PREMISES ENDORSEMENT.

Designated Workers Compensation Law

ALABAMA, ILLINOIS, LOUISIANA, MONTANA, AND TEXAS

This endorsement is not applicable in the states of CA, HI, and NJ.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement is not applicable in CA, DE, NJ, and PA.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
	Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
ND	0.00000	\$ 0
OH	0.00000	\$ 0
TX	0.00000	\$ 0
WA	0.00000	\$ 0
WY	0.00000	\$ 0

This Endorsement is not applicable in the state of FL. For FL, refer to the state specific form.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CONTROLLED INSURANCE PROGRAM - AMENDATORY ENDORSEMENT

This endorsement applies because the policy is providing workers compensation coverage as part of a Controlled Insurance Program. The Project Sponsor of this Controlled Insurance Program is:

EXXON MOBIL CORPORATION

("Project Sponsor").

This policy is amended to reflect the following changes and/or additions to clarify the policy provisions as they apply to the operations of Controlled Insurance Programs.

General Section, Item E. **Location** is replaced with the following:

E. Locations

This policy covers operations conducted at the workplace defined in the Designated Workplace Exclusion.

Part Five - Premium, Item D. is replaced with the following:

D. Premium Payments

The Project Sponsor will pay all premium when due. The Project Sponsor will pay the premium even if part or all of a workers compensation law is not valid.

Part Five - Premium, Item E. is replaced with the following:

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the Project Sponsor paid to us, the Project Sponsor must pay us the balance. If it is less, we will refund the balance to the Project Sponsor. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

Part Six - Conditions, Item E. **Sole Representative** is replaced with the following:

E. Sole Representative

The Project Sponsor will act on behalf of the insured named in Item I of the Information Page with respect to changes in this policy, premium payments, receiving return premiums, giving or receiving notice of cancellation, claim payments, claim information and claim settlement agreements.

F. Deductible Endorsement

The deductible endorsement attached to and made part of this policy applies solely with respect to the Project Sponsor. The duty to reimburse the insurance company and to provide collateral to secure the obligation to reimburse is solely the duties of the Project Sponsor.

All other terms, conditions and exclusions of this Policy remain unchanged.

State Exceptions:

California

General Section, Item E. **Location** is amended to read:

E. Locations

This policy covers operations conducted at the workplace shown in Item I. of the Information Page.

Illinois

Part Six - Conditions, Item E. **Sole Representative** is amended to read:

E. Sole Representative

The Project Sponsor will act on behalf of the insured named in Item I of the Information Page with respect to changes in this policy, premium payments, receiving return premiums, claim payments, claim information and claim settlement agreements.

Indiana

General Section, Item E. **Location** is amended to read:

E. Locations

This policy covers operations conducted at the workplace shown in Item I. of the Information Page.

This endorsement is not applicable in the states of CT, FL, NC, ND, NJ, NY, OH, TN, WA, WI or WY.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

UNINTENTIONAL ERRORS AND OMISSIONS

PART SIX - CONDITIONS is amended by the addition of the following:

- F. Unintentional errors or omissions in representations made to us or our agent by you or any other insured before the inception of this policy will not impair your rights under this policy.

This endorsement is not applicable in the states of CT, MI, MN, NC, NJ, TN and WI.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTIFICATION OF PREMIUM ADJUSTMENT

For the states and lines of business in which regulatory approval has been granted for the NCCI Large Risk Alternative Rating Option, the ISO Large Risk Alternative Rating Option, or the independently filed Chubb Large Risk Rating Plan, the premiums for this policy will be adjusted in accordance with the Notice of Election, signed by you.

This endorsement is not applicable in the states of CA, FL, NJ, TX, and WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DEDUCTIBLE ENDORSEMENT

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as benefits under Part One - Workers' Compensation Insurance of this Policy or as damages under Part Two - Employers' Liability Insurance of this Policy up to the amount of the Deductible Limits shown in the Schedule.
3. When used in this Endorsement:

 "Incident Deductible Limit" shall mean the amount of benefits or damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.

 "Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all benefits or damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy. Check one box only:
 - ☐ These expenses, costs and interest are separate from, and in addition to, the Incident Deductible Limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
 - ☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers' Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Limit. The Deductible Limit is within, and does not increase, the applicable Limits of Liability under Part Two - Employers' Liability Insurance of this Policy.
8. If we cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force. If you cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will not be reduced if you cancel this Policy for any reason other than retiring from business. If you cancel this Policy as a result of your retiring from business, the Aggregate Deductible Limit will be reduced to a pro-rata amount based on the time this Policy was in force.

9. Cancellation

Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5;

5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4. above.

10. SCHEDULE

Incident Deductible Limit

Per the Notice of Election, executed by EXXON MOBIL CORPORATION

Aggregate Deductible Limit

Per the Notice of Election, executed by _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured: BECHTEL OIL, GAS & CHEMICALS, INC.

Accepted and Agreed to by: _____

Title: _____

For the states of AK, AZ, CA, CT, FL, HI, KS, LA, MA, MO, MT, NC, NY, OK, OR, PA, TX, VA, WV refer to state specific endorsements. For the state of MN, if no state specific deductible endorsement attached, this endorsement applies.

This endorsement is not applicable in WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 60 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than non payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 60 days.

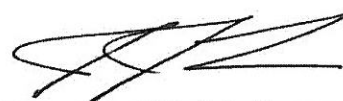
If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA Not applicable - Paragraph A

NEW JERSEY Not applicable

WISCONSIN Not applicable



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

This endorsement is not applicable in: AZ, FL, MN, NJ, TN, WI.



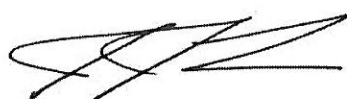
Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

FORM AND ENDORSEMENT SCHEDULE

WC 000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 000001A	CONTRACT INFORMATION PAGE
WC 000106A	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
WC 000201B	MARITIME COVERAGE ENDORSEMENT
WC 000301A	ALTERNATE EMPLOYER ENDORSEMENT
WC 000302	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT
WC 000311A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 000313	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 990334	CONTROLLED INSURANCE PROGRAM - AMENDATORY ENDORSEMENT
WC 990355	UNINTENTIONAL ERRORS AND OMISSIONS
WC 990409	NOTIFICATION OF PREMIUM ADJUSTMENT
WC 990661B	DEDUCTIBLE ENDORSEMENT
WC 990697	EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT
WC 990773	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
WC 999999D	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 990303C ND	EMPLOYERS LIABILITY ENDORSEMENT (STOP-GAP COVERAGE)
WC 990646 ND	NORTH DAKOTA AMENDATORY ENDORSEMENT
WC 990663A ND	DEDUCTIBLE ENDORSEMENT
WC 990303C OH	EMPLOYERS LIABILITY ENDORSEMENT (STOP-GAP COVERAGE)
WC 990647 OH	OHIO CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 990663A OH	DEDUCTIBLE ENDORSEMENT



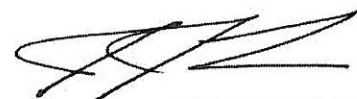
(Authorized Agent)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

FORM AND ENDORSEMENT SCHEDULE

WC 000301 TX ALTERNATE EMPLOYER ENDORSEMENT
 WC 420301G TX TEXAS AMENDATORY ENDORSEMENT
 WC 420303B TX TEXAS VOLUNTEER WORKERS COVERAGE ENDORSEMENT
 WC 420304B TX TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
 ENDORSEMENT
 WC 990502 TX TEXAS NOTIFICATION OF PREMIUM ADJUSTMENT
 WC 990680A TX NEGOTIATED DEDUCTIBLE ENDORSEMENT STATE OF
 TEXAS
 WC 990303C WA EMPLOYERS LIABILITY ENDORSEMENT (STOP-GAP
 COVERAGE)
 WC 990663A WA DEDUCTIBLE ENDORSEMENT
 WC 490301 WY WYOMING AMENDATORY ENDORSEMENT
 WC 990303C WY EMPLOYERS LIABILITY ENDORSEMENT (STOP-GAP
 COVERAGE)



(Authorized Agent)

CHUBB®**PREMIUM EXPOSURE SUMMARY**

INSURED BECHTEL OIL, GAS & CHEMICALS, INC.						UNDERWRITING OFFICE DWU	AUDIT TYPE INT <input type="checkbox"/> FIN <input type="checkbox"/>	RETRO YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
POLICY NUMBER		AUDIT FREQUENCY		TOTAL		POLICY SYMBOL	COMPANY CODE	
C4 89 27 38 5		X		644		WLR	IND	
CONCURRENT POLICIES								
TOTAL ESTIMATED ANNUAL PREMIUM 644								
ADV. COMM. CALC								
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
STATE	EXPOSURE	PREMIUM SUBJECT TO PREMIUM DISCOUNT/ HIGH DEDUCTIBLE	DISCO UNT %	DISCOUNT AMOUNT	DEDUCTIBLE AMOUNT	PREMIUM	COMMIS- SION %	COMMISSION \$
ND	0	150				150		0.00
OH	0	150				150		0.00
TX	0	95			86-	9		0.00
WA	0	25				25		0.00
WY	0	150				150		0.00
Total	0							
N O N S U B J E C T	EXP CON ND TRIA OH TRIA TX TRIA WA TRIA WY TRIA					160 0 0 0 0 0	N/C	
Policy Totals						644		0.00
Less Prev./Adj.								
Balance: Final								

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5

☐ New ☒ Renewal

☐ Rewrite

PREVIOUS POLICY NO.

Symbol: WLR Number: C48464257

☐ Individual ☐ Partnership

☒ Corporation ☐

NORTH DAKOTA

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
EXXON MOBIL CORPORATION				
EMPLOYERS' LIABILITY - STOPGAP COVERAGE - PAYROLL	9139		.19	150.
ESTIMATED STANDARD POLICY PREMIUM				150.
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
EXPENSE CONSTANT (\$160.00 COLLECTED IN TX)				
TOTAL				150.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		150.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 01/12/2017

(PAGE 1 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)**

This endorsement applies only to your operations in the State(s) of ND

Part One ---- Workers Compensation Insurance does not apply in these states.

Part Two ---- Employers Liability Insurance applies in these states as though they were shown in item 3A of the Information Page.

Item C ---- Exclusions, under Part Two ---- Employers Liability Insurance is changed by adding the following:

This insurance does not cover:

13. bodily injury to any member of the flying crew of any aircraft;
14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.
15. Claims against you if you are subject to the requirements of any workers compensation or occupational disease law and you:

---- are deprived of a defense or subjected to a penalty because you fail to make premium payments or to comply with other provisions of the law; or

---- are not legally qualified self-insured or a member or subscriber in good standing of a Fund established by a state or other governmental body for workers compensation and occupational disease insurance.

G. Limits of Liability under Part Two ---- Employers Liability Insurance is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury By Accident. The limit shown for "Bodily Injury by Accident ---- Each Accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury By Disease. The limit shown for "Bodily Injury by Disease ---- Policy Limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by Disease ---- Each Employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

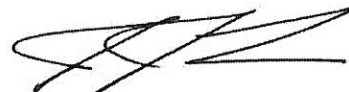
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. **We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.**

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)
Continued**

Limits of Liability

Bodily Injury By Accident	\$ 1,000,000	each accident
Bodily Injury By Disease	\$ 1,000,000	policy limit
Bodily Injury By Disease	\$ 1,000,000	each employee



Authorized Agent

BE-1153

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NORTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Dakota is shown in item 3.A. of the Information Page.

Part Five (Premium), Condition E, Final Premium, is changed by adding these conditions:

E. Final Premium

We are required by North Dakota regulation to establish our final premium not later than 180 days after the policy period ends.

If we are unable to examine and audit your records because of your failure to cooperate, we will mail advance written notice to you stating the reasons for our inability to establish the final premium. Your final premium will be established no later than 180 days from the time we are able to complete the examination and audit of your records.

If we have not established the final premium within the 180-day time limitation, we may not bill or collect any additional premium that exceeds the latest billed premium for the policy period.

Condition D, Cancellation, Part Six Conditions, is replaced by the following:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. You may also cancel by returning this policy to us or to any of our authorized agents.
2. We may cancel this policy. We must mail or deliver to you not less than thirty days advance written notice stating when the cancellation is to take effect. But if we are canceling because you failed to pay your premium or because you failed to furnish the payroll information that we requested, we will give you only ten days notice. Mailing or delivering that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice or on the day and hour you returned the policy to us or to one of our authorized agents.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
	Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DEDUCTIBLE ENDORSEMENT
STATE OF NORTH DAKOTA

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as damages under Part Two - Employers' Liability Insurance of this Policy up to the amount of the Deductible Limits shown in the Schedule.
3. When used in this Endorsement:

"Incident Deductible Limit" shall mean the amount of damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.

"Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy.

Check one box only:

☐ These expenses, costs and interest are separate from, and in addition to, the Incident and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.

☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers' Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Limit. The Deductible Limit is within, and does not increase, the applicable Limits of Liability under Part Two - Employers' Liability Insurance of this Policy.
8. If we cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force. If you cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will not be reduced if you cancel this Policy for any reason other than retiring from business. If you cancel this Policy as a result of your retiring from business, the Aggregate Deductible Limit will be reduced to a pro-rata amount based on the time this Policy was in force.

CONTINUED ON REVERSE SIDE

9. Cancellation

Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5;

5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4.above.

10. SCHEDULE

Incident Deductible Limit

Per the Notice of Election, executed by EXXON MOBIL CORPORATION

Aggregate Deductible Limit

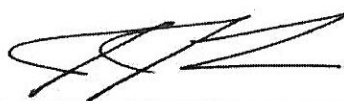
Per the Notice of Election, executed by _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured:BECHTEL OIL, GAS & CHEMICALS, INC.

Accepted and Agreed to by: _____

Title: _____



Authorized Agent

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5

☐ New ☒ Renewal

☐ Rewrite

PREVIOUS POLICY NO.

☐ Individual ☐ Partnership

Symbol: WLR Number: C48464257

☒ Corporation ☐

OHIO

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
EXXON MOBIL CORPORATION				
EMPLOYERS' LIABILITY - STOPGAP COVERAGE - PAYROLL	9139		.19	150.
ESTIMATED STANDARD POLICY PREMIUM				150.
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
EXPENSE CONSTANT (\$160.00 COLLECTED IN TX)				
TOTAL				150.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		150.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 01/12/2017

(PAGE 1 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)**

This endorsement applies only to your operations in the State(s) of OH

Part One ---- Workers Compensation Insurance does not apply in these states.

Part Two ---- Employers Liability Insurance applies in these states as though they were shown in item 3A of the Information Page.

Item C ---- Exclusions, under Part Two ---- Employers Liability Insurance is changed by adding the following:

This insurance does not cover:

13. bodily injury to any member of the flying crew of any aircraft;
14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.
15. Claims against you if you are subject to the requirements of any workers compensation or occupational disease law and you:

---- are deprived of a defense or subjected to a penalty because you fail to make premium payments or to comply with other provisions of the law; or

---- are not legally qualified self-insured or a member or subscriber in good standing of a Fund established by a state or other governmental body for workers compensation and occupational disease insurance.

G. Limits of Liability under Part Two ---- Employers Liability Insurance is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury By Accident. The limit shown for "Bodily Injury by Accident ---- Each Accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury By Disease. The limit shown for "Bodily Injury by Disease ---- Policy Limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by Disease ---- Each Employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

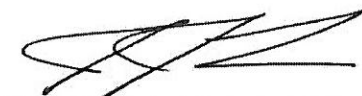
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. **We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.**

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)
Continued**

Limits of Liability

Bodily Injury By Accident	\$ 1,000,000	each accident
Bodily Injury By Disease	\$ 1,000,000	policy limit
Bodily Injury By Disease	\$ 1,000,000	each employee



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

OHIO CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Ohio is shown in item 3.A of the Information Page.

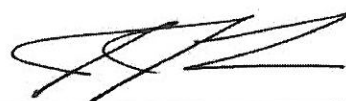
The Cancellation Condition of the policy is replaced by these two Conditions.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail or deliver to you, by registered mail, not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing this notice to you at your mailing address as shown in item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 30 days advance written notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DEDUCTIBLE ENDORSEMENT
STATE OF OHIO

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as damages under Part Two - Employers' Liability Insurance of this Policy up to the amount of the Deductible Limits shown in the Schedule.
3. When used in this Endorsement:

"Incident Deductible Limit" shall mean the amount of damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.

"Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy.
 Check one box only:
☐ These expenses, costs and interest are separate from, and in addition to, the Incident and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers' Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Limit. The Deductible Limit is within, and does not increase, the applicable Limits of Liability under Part Two - Employers' Liability Insurance of this Policy.
8. If we cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force. If you cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will not be reduced if you cancel this Policy for any reason other than retiring from business. If you cancel this Policy as a result of your retiring from business, the Aggregate Deductible Limit will be reduced to a pro-rata amount based on the time this Policy was in force.

CONTINUED ON REVERSE SIDE

9. Cancellation

Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5;

5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4.above.

10. SCHEDULE

Incident Deductible Limit

Per the Notice of Election, executed by EXXON MOBIL CORPORATION

Aggregate Deductible Limit

Per the Notice of Election, executed by _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured:BECHTEL OIL, GAS & CHEMICALS, INC.

Accepted and Agreed to by: _____

Title: _____



Authorized Agent

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5
 PREVIOUS POLICY NO.
 Symbol: WLR Number: C48464257

☐ New ☒ Renewal ☐ Rewrite
☐ Individual ☐ Partnership
☒ Corporation ☐

TEXAS

Pursuant to Texas Labor Code §411.066, INDEMNITY INS. CO. OF NORTH AMERICA is required to notify its policyholders that accident prevention services are available from INDEMNITY INS. CO. OF NORTH AMERICA at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. INDEMNITY INS. CO. OF NORTH AMERICA is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact INDEMNITY INS. CO. OF NORTH AMERICA at 1-866-357-3797 and losscontrol@acegroup.com for accident prevention services or 1-866-357-3797 and losscontrol@acegroup.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If INDEMNITY INS. CO. OF NORTH AMERICA fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation MS-8 at 7551 Metro Center Drive, Austin, Texas 78744-1645.

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
NAG ORP - NORTH AMERICAN GROWTH				
LHW - IF ANY BASIS	3719F	IF ANY	1.85	0.
OIL OR GAS REFINING, DISTILLING OR COMMPRESSING	3719	IF ANY	1.17	0.
UNITS - ERECTION OR REPAIR - ALL OPERATIONS				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.09	0.
BMSF - BEAUMONT SCANFINER				
CLERICAL OFFICE EMPLOYEES NOC	8810	IF ANY	.09	0.
OIL OR GAS REFINING, DISTILLING OR COMMPRESSING	3719	IF ANY	1.17	0.
UNITS - ERECTION OR REPAIR - ALL OPERATIONS				
EMPLOYERS' LIABILITY INCREASED LIMITS, ADDITIONAL PREMIUM TO BALANCE TO MINIMUM PREMIUM	9848			150.
PREMIUM SUBJECT TO EXPERIENCE MODIFICATION				150.
APPLICABLE EXPERIENCE MODIFICATION				.630
PREMIUM ADJUSTED BY EXPERIENCE MODIFICATION				95.
INDEMNITY AND/OR MEDICAL DEDUCTIBLE COVERAGE - NOT SUBJECT TO EXPERIENCE RATING (PREMIUM CREDIT FACTOR .90414029)	9663			86.CR
ESTIMATED STANDARD POLICY PREMIUM				95.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.
 ISSUE DATE: 01/12/2017 (PAGE 1 CONTINUED)

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5
 PREVIOUS POLICY NO.
 Symbol: WLR Number: C48464257

☐ New ☒ Renewal ☐ Rewrite
☐ Individual ☐ Partnership
☒ Corporation ☐

TEXAS

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
EXPENSE CONSTANT	0900			160.
TOTAL				169.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		169.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 01/12/2017

(PAGE 2 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule**Alternate Employer**

IF ANY

Address

DOES NOT APPLY TO
 ALASKA, OR TO ANY
 EMPLOYEE LEASE
 CONTRACT/ARRANGEMENT

**State of Special or
Temporary Employment**

TX



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION**B. Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. State is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE – WORKERS COMPENSATION INSURANCE**E. Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. Payments You Must Make

This Section is amended by deleting the words "workers compensation" from number 4.

H. Statutory Provisions

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO – EMPLOYERS LIABILITY INSURANCE**C. Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE — PREMIUM

A. Our Manuals is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. Remuneration

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. Final Premium

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX – CONDITIONS

A. Inspection is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. Transfer of Your Rights and Duties is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. Cancellation is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance - Division of Workers' Compensation.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance - Division of Workers' Compensation that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

Part Seven has been added as follows:

PART SEVEN – OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance - Division of Workers' Compensation. You may in writing, elect to waive this notification requirement.

We shall, on written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, CONSUMER PROTECTION (111-1A), P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX# (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS VOLUNTEER WORKERS COVERAGE ENDORSEMENT

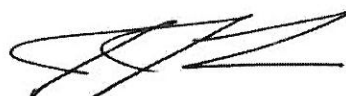
This policy covers bodily injury under the workers' compensation law to the volunteer personnel of political subdivisions and emergency service organizations described in the Schedule.

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

Schedule

Volunteer(s)/Volunteer Member(s):

.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. () Specific Waiver

Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO
 WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT,
 PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF
 LOSS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$0



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 01-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS NOTIFICATION OF PREMIUM ADJUSTMENT

The premium for this policy will be adjusted in accordance with the Texas Premium Adjustment Schedule attached to C47863478.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NEGOTIATED DEDUCTIBLE ENDORSEMENT
STATE OF TEXAS**

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as benefits under Part One - Workers Compensation Insurance of this Policy or as damages under Part Two - Employers Liability Insurance of this Policy up to the amount of the Deductible as shown in the Schedule.
3. When used in this Endorsement:
 "Incident Deductible Limit" shall mean the amount of benefits or damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.
 "Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all benefits or damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy.
 Check one box only:
☐ These expenses, costs and interest are separate from, and in addition to, the Incident Deductible Limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Amount. The applicable limits of liability shall be reduced by the amount of any damages within any Deductible Amount.
8. If this Policy is cancelled, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force.
9. Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5:
 5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4. above.

SCHEDULE

10. Incident Deductible Limit

Per the policy issued to EXXON MOBIL CORPORATION

Aggregate Deductible Amount

Per the policy issued to _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured: BECHTEL OIL, GAS & CHEMICALS, INC.

Accepted and Agreed to by: _____

Title: _____



Authorized Representative

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
 25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5
 PREVIOUS POLICY NO.
 Symbol: WLR Number: C48464257

☐ New ☒ Renewal

☐ Rewrite

☐ Individual ☐ Partnership

☒ Corporation ☐

WASHINGTON

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
EXXON MOBIL CORPORATION				
EMPLOYERS' LIABILITY - STOPGAP COVERAGE - FLAT CHARGE	9139			25.
ESTIMATED STANDARD POLICY PREMIUM				25.
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
EXPENSE CONSTANT (\$160.00 COLLECTED IN TX)				
TOTAL				25.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		25.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 01/12/2017

(PAGE 1 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
	Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)**

This endorsement applies only to your operations in the State(s) of WA

Part One ---- Workers Compensation Insurance does not apply in these states.

Part Two ---- Employers Liability Insurance applies in these states as though they were shown in item 3A of the Information Page.

Item C ---- Exclusions, under Part Two ---- Employers Liability Insurance is changed by adding the following:

This insurance does not cover:

13. bodily injury to any member of the flying crew of any aircraft;
14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.
15. Claims against you if you are subject to the requirements of any workers compensation or occupational disease law and you:

---- are deprived of a defense or subjected to a penalty because you fail to make premium payments or to comply with other provisions of the law; or

---- are not legally qualified self-insured or a member or subscriber in good standing of a Fund established by a state or other governmental body for workers compensation and occupational disease insurance.

G. Limits of Liability under Part Two ---- Employers Liability Insurance is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury By Accident. The limit shown for "Bodily Injury by Accident ---- Each Accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury By Disease. The limit shown for "Bodily Injury by Disease ---- Policy Limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by Disease ---- Each Employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

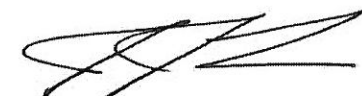
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. **We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.**

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)
Continued**

Limits of Liability

Bodily Injury By Accident	\$ 1,000,000	each accident
Bodily Injury By Disease	\$ 1,000,000	policy limit
Bodily Injury By Disease	\$ 1,000,000	each employee



Authorized Agent

BE-1176

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DEDUCTIBLE ENDORSEMENT
STATE OF WASHINGTON

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as damages under Part Two - Employers' Liability Insurance of this Policy up to the amount of the Deductible Limits shown in the Schedule.
3. When used in this Endorsement:

"Incident Deductible Limit" shall mean the amount of damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.

"Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy.
 Check one box only:
 - ☐ These expenses, costs and interest are separate from, and in addition to, the Incident and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
 - ☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers' Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Limit. The Deductible Limit is within, and does not increase, the applicable Limits of Liability under Part Two - Employers' Liability Insurance of this Policy.
8. If we cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force. If you cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will not be reduced if you cancel this Policy for any reason other than retiring from business. If you cancel this Policy as a result of your retiring from business, the Aggregate Deductible Limit will be reduced to a pro-rata amount based on the time this Policy was in force.

CONTINUED ON REVERSE SIDE

9. Cancellation

Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5;

5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4.above.

10.

SCHEDULE

Incident Deductible Limit

Per the Notice of Election, executed by EXXON MOBIL CORPORATION

Aggregate Deductible Limit

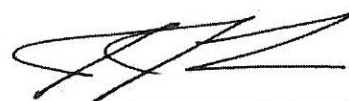
Per the Notice of Election, executed by _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured:BECHTEL OIL, GAS & CHEMICALS, INC.

Accepted and Agreed to by: _____

Title: _____



Authorized Agent

CHUBB®

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
 NCCI CARRIER CODE
25437

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER
 Symbol: WLR Number: C4 89 27 38 5
 PREVIOUS POLICY NO.
 Symbol: WLR Number: C48464257

☐ New ☒ Renewal

☐ Rewrite

☐ Individual ☐ Partnership

☒ Corporation ☐

WYOMING

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
EXXON MOBIL CORPORATION				
EMPLOYERS' LIABILITY - STOPGAP COVERAGE - PAYROLL	9139		.19	150.
ESTIMATED STANDARD POLICY PREMIUM				150.
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
EXPENSE CONSTANT (\$160.00 COLLECTED IN TX)				
TOTAL				150.
Minimum, Estimated and Deposit Premiums are shown on the Information Page.		Total State Premium		150.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 01/12/2017

(PAGE 1 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C48927385
Policy Period 01-01-2017 TO 01-01-2018	Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WYOMING AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wyoming is shown in Item 3.A of the Information Page.

PART TWO -- EMPLOYERS LIABILITY INSURANCE

D. We Will Defend is amended by addition of the following:

The tender of policy limits before judgment or settlement does not relieve us of the duty to defend.

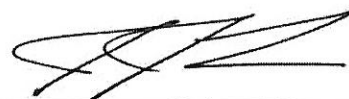
PART SIX – CONDITIONS

D. Cancellation is amended to read:

1. You may cancel this policy. You must mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. If the policy has been in effect for 60 days or more, or is a renewal of a previously existing policy for a term longer than 60 days, we may cancel only for one of the following reasons:
 - a. Failure to pay premium when due.
 - b. The policy was issued because of a material misrepresentation of fact.
 - c. There is a substantial change in the risk assumed, except to the extent that we should have reasonably foreseen or contemplated the change at the time that the policy was written.
 - d. There is a substantial breach of contractual duties, conditions or warranties.
3. We will deliver to you and your agent, or mail to you and your agent written notice of cancellation at your last known address. Proof of mailing shall be sufficient proof of notice.
4. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least 10 days before the cancellation is to take effect. If we cancel for any other reason, except a material misrepresentation of fact, we will mail the notice of cancellation not less than 45 days before the cancellation is to take effect. Our notice will state the reasons for cancellation.

Nonrenewal

We may elect not to renew the policy. We will deliver to you and your agent, or mail to you and your agent, written notice at your last known address, not less than 45 days prior to the expiration or anniversary date of the policy. Our notice of nonrenewal will state the reasons for nonrenewal.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured BECHTEL OIL, GAS & CHEMICALS, INC. 3000 POST OAK BLVD. HOUSTON TX 77056	Endorsement Number
Policy Period 01-01-2017 TO 01-01-2018	Policy Number Symbol: WLR Number: C48927385 Effective Date of Endorsement 01-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)**

This endorsement applies only to your operations in the State(s) of WY

Part One ---- Workers Compensation Insurance does not apply in these states.

Part Two ---- Employers Liability Insurance applies in these states as though they were shown in item 3A of the Information Page.

Item C ---- Exclusions, under Part Two ---- Employers Liability Insurance is changed by adding the following:

This insurance does not cover:

13. bodily injury to any member of the flying crew of any aircraft;
14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.
15. Claims against you if you are subject to the requirements of any workers compensation or occupational disease law and you:
 - are deprived of a defense or subjected to a penalty because you fail to make premium payments or to comply with other provisions of the law; or
 - are not legally qualified self-insured or a member or subscriber in good standing of a Fund established by a state or other governmental body for workers compensation and occupational disease insurance.

G. Limits of Liability under Part Two ---- Employers Liability Insurance is replaced by the following:

G. Limits of Liability

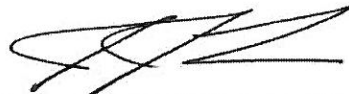
Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury By Accident. The limit shown for "Bodily Injury by Accident ---- Each Accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury By Disease. The limit shown for "Bodily Injury by Disease ---- Policy Limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by Disease ---- Each Employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. **We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.**

**EMPLOYERS LIABILITY ENDORSEMENT
(STOP-GAP COVERAGE)
Continued**

Limits of Liability

Bodily Injury By Accident	\$ 1,000,000	each accident
Bodily Injury By Disease	\$ 1,000,000	policy limit
Bodily Injury By Disease	\$ 1,000,000	each employee



Authorized Agent

BE-1182



CHUBB GROUP OF COMPANIES U.S. PRIVACY NOTICE

FACTS

WHAT DOES THE CHUBB GROUP OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 1-800-352-4462 or go to www.chubb.com/us-en/contact-us/

Who we are**Who is providing this notice?**

The Chubb Group of Companies. A list of these companies is located at the end of this document.

What we do**How does Chubb Group protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and ESIS, Inc.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, OH, OR, and VA only: Under state law, you have the right see the personal information about you that we have on file. To see your information, write Chubb Customer Services, P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is wrong, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling **1-800-352-4462**, emailing us at info@chubb.com, or writing to P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group of Companies legal entities

Chubb Group of Companies use the names: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Property and Casualty Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, ESIS, Inc., Combined Insurance Company of America, Combined Life Insurance Company of New York, Penn Millers Insurance Company, Agri General Insurance Company



**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

CHUBB®

Notice To Policyholders

The laws and regulations of most states require that workers' compensation insurance carriers notify each insured or prospective insured of the availability of deductible programs. For this reason, deductible election forms are included with the policy for these programs, which consist of so-called "small deductibles," generally for deductible amounts of \$10,000 or less.

Your policy has been issued, according to your request, with a large deductible/reimbursement rating plan. For this reason, you do not need to complete or return these small deductible election forms.

We thank you for your business!

Chubb

CHUBB®

Notice To Policyholder

RE: LOSS CONTROL SERVICE

Chubb and its affiliated companies take pleasure in informing you of the availability of "Loss Control Services" available to the policyholder. Depending upon the size, complexity and needs of your operation, we are prepared to provide "Loss Control Service" reasonably commensurate with the exposures, hazards and experience presented by your business. This program is intended to promote occupational safety and health and to control or reduce losses to employees. It does not relieve employers of their responsibility for furnishing safe places of employment.

For further information or assistance, please contact your insurance agent.



Your Final Premium Audit Adjustments

What is a premium audit adjustment? Is it really necessary? Who conducts the audit? What records will be needed? How should records be maintained?

WHAT IS A PREMIUM AUDIT?

A premium audit is an examination of your business operations, records, and books of account to determine the exposures for the insurance coverages provided.

WHEN IS A PREMIUM AUDIT ADJUSTMENT NECESSARY?

An audit adjustment is necessary after expiration, cancellation, or at intervals specified in your policy.

Some examples of coverages which require adjustment are:

- Workers' Compensation
- General Liability
- Commercial Automobile
- Garage Liability
- Commercial Package

WHY IS AN AUDIT ADJUSTMENT NECESSARY?

Since these types of coverages are based upon variable estimates at inception, adjustment at expiration is necessary to determine the correct classifications and exposures for the coverages provided. It guarantees that you pay, only the amount the company is entitled to receive.

WHO WILL MAKE THE AUDIT?

You may expect a physical (on-site) visit from a Chubb Premium Auditor upon examination or cancellation of your coverage and he/she will make the audit.

In some cases, however, the adjustment information can be obtained by telephone or through the mail services. If so, the company will contact you or send the necessary form(s) for you to complete.

WHAT RECORDS WILL BE NEEDED?

The Auditor will want to examine your records which show and verify actual exposures for the coverages provided.

In most cases, the necessary data can be extracted from two or more of the following:

- Journals
- Ledgers
- Tax Reports
- Contracts
- Individual Pay Records
- Vehicle Certificates of Title
- Job Cost Records
- Financial Statements

During the examination, the Auditor will ask questions about your records or business in order to fully understand the nature and extent of your exposures. This is a necessary part of the process of gathering correct data. We also encourage you to ask questions relative to the auditing process.

The Auditor may wish to tour your facility and personally observe various operations and processes. In some cases, this is necessary to ascertain the correct classification and, in turn, assure that proper premium charges are applied.

HOW SHOULD YOUR RECORDS BE MAINTAINED?

Often, there are allowable credits according to insurance classification and rating rules. These credits will be allowed if your records are maintained to provide necessary data in appropriate summary form.

Many of the premiums for Commercial Insurance are based upon payroll, which is defined as **Total Remuneration for services performed by an employee.**

Remuneration, in most states, means money or substitutes for money, and includes:

- Wages
- Commissions
- Bonuses
- Overtime Pay
- Holiday Pay
- Other Money Substitutes
- Tool Allowances
- Payment for Piece Work
- Sick Pay
- The Value of Board and Lodging
- Payments made to Profit Sharing Plans
- Payments made to Statutory benefit plans

The Auditor may also request other bases of premium such as sales receipts, costs, etc., as these are used in various lines of public liability insurance.

OVERTIME

In most states, the amount in excess of the straight time pay rate may be deducted, provided it can easily be identified on your records. Overtime must be shown separately by employee and in summary by class of work.

DIVISION OF PAYROLL

Division of an individual employee's payroll to more than one classification is not permitted, except for construction or erection operations and/or certain executive officer classifications. For construction or erection operations, the payroll of an employee may be allocated to each type of work performed, provided proper records are maintained. If not, the full salary must be charged against the highest rated classification to which the employee is exposed.

SUB-CONTRACTORS

State Workers' Compensation laws generally hold you responsible for injuries to an employee of an *uninsured Sub-Contractor*.

You may protect your interests by securing a *Certificate of Insurance* from each Sub-Contractor you use. If certificates are not available at the time of Audit, the Sub-Contractor's exposure must be added to yours which will increase your insurance costs.

NOTE:

The two (2) preceding paragraphs refer to Workers' Compensation. For General Liability audits, the total cost of sublet work and certificates of the sub-contractor's liability coverage will be required.

AUTOMATED RECORDS

If your records are Automated, or you plan to Automate in the near future, you can obtain maximum benefits by setting up your programs to include Insurance Requirements.

A Chubb Premium Auditor will be pleased to assist you in identifying Insurance Record Keeping Requirements. Simple questions can be answered by phone or mail. More complex matters may require the services of a Premium Auditor at your premises. In either case, we will be pleased to help you avoid future audit problems, thereby avoiding unnecessary costs.

Your agent can request this service for you and we will be pleased to provide it at no cost.

AFTER THE AUDIT IS COMPLETED

The Auditor will be happy to explain the audit to you. You are entitled to a copy of the worksheets upon request, and the Auditor will provide it or arrange to have it sent to you.

We are not allowed to provide anyone else with copies of your Audit results as this information is considered confidential. You may request additional copies at any time and we will send them to your attention for further distribution.

The contents of this publication follow general insurance principles. It is not intended to replace or supercede any definitions or conditions contained in your policy.

If you have questions concerning your insurance coverage, we recommend you bring them to the attention of your local insurance agent.

CHUBB®

Texas Notice- Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-(800) 352-4462

You may also write to the Company at:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted tambien puede escribir a la Compañía:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre compañías, coberturas, derechos o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación usted, debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta puede comunicarse con el Departamento de Seguros de Texas

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propósitos informativo y no se convierte en parte o en condicion del documento adjunto.

CHUBB®

**U.S. FOREIGN ACCOUNT
TAX COMPLIANCE ACT ("FATCA")**

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the

right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE**A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Non appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may

conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

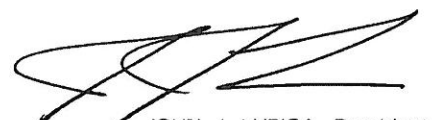
INDEMNITY INS. CO. OF NORTH AMERICA

436 Walnut Street

P.O. Box 1000

Philadelphia, PA 19106 - 3703


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President